

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000015332
Nutricia North America Inc.
9900 Belward Campus Dr
Rockville MD 20850
United States

Contract ID 0000000000000000000022007		Page 1 of 5
Contract Dates 05/02/2012 to 05/01/2016		Origin CPS
Description: CPS - NUTRITIONAL PRODUCTS		Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 301-795-2300

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9276	NEOCATE JUNIOR, UNFLAVORED, 4X400G, NUTRICIA NA #7497351-17903	CS	136.85000	0.00	0.00
2	9604	NEOCATE INFANT WITH DHA & ARA, 400G x 4; NUTRICIA NA #7497351-25953	CS	136.85000	0.00	0.00
3	9282	NEOCATE JUNIOR TROPICAL; NUTRICIA NA #7497351-21245	CS	136.85000	0.00	0.00
4	9279	DUOCAL 6X400 G/CAN, NUTRICIA NA #7497351-82628.	CS	130.50000	0.00	0.00
5	9280	XPHE MAXIMAID, 6x454 G/CAN, NUTRICIA NA #7497351-77938.	CS	248.00000	0.00	0.00
6	9281	XPHE MAXAMAID, 6X454 G/CAN, ORANGE FLAVORED, NUTRICIA NA #7497351-77921	CS	248.00000	0.00	0.00
7	9764	XPHE MAXIMUM, 6X454 G/CAN, NUTRICIA NA #7497351-83236.	CS	395.00000	0.00	0.00
8	9480	PHLEXY 10 DRINK MIX (BLACK CURRENT/APPLE); NUTRICIA NA #7497351-14674	CS	95.00000	0.00	0.00
9	9482	PHLEXY 10 CAPSULES; NUTRICIA NA #7497350-18095	EA	42.00000	0.00	0.00
10	9483	PHLEXY 10 TABLETS; NUTRICIA NA #7497350-19511	EA	32.00000	0.00	0.00
11		PHLEXY 10 VITAMINS, 7X30, NUTRICIA NA #7497351-06853	EA	32.00000	0.00	0.00
12		NEOCATE JR, UNFLAVORED WITH PROBIOTICS, 4 X 400G, NUTRICIA NA #7497351-29128	CS	136.85000	0.00	0.00
13		KETOCAL LIQUID, 4:1 VANILLA, 237 ML X 27, NUTRICIA NA #7497351-87968	CS	122.00000	0.00	0.00
14		NEOCATE NUTRA (FIRST AND ONLY SEMISOLID AMINO ACID BASIC PRODUCT, 4X400G, NUTRICIA NA #7497351-67397	CS	130.50000	0.00	0.00
15		KETOCAL; 4:1 POWDER. 6X300G. NUTRICIA NA #7497351-66703	CS	160.00000	0.00	0.00
16		NEOCATE JUNIOR, CHOCOLATE, 4X400G, NUTRICIA NA #7497351-26905	CS	136.85000	0.00	0.00
17		XPHE XTYR ANALOG, 4X400G, NUTRICIA NA #7497351-83014	CS	291.00000	0.00	0.00

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18		MONOGEN, 6 X 400G, NUTRICIA NA #7497351-70977	CS	186.00000	0.00	0.00
19		MSUD ANALOG, 6X400G/CS, NUTRICIA NA #7497351-83021	CS	291.00000	0.00	0.00
20		NEOCATE JUNIOR, PREBIOTIC, VANILLA 4 X 400G, NUTRICIA NA #7497351-06273	CS	136.85000	0.00	0.00
21		PERIFLEX ADVANCE, UNFLAVORED, 6 X 454 G, NUTRICIA NA #7497351-83052	CS	343.50000	0.00	0.00
22		PERIFLEX, INFANT, 6 X 400G, NUTRICIA NA #7497351-83267	CS	115.50000	0.00	0.00
23		LIQUIDGEN MCT, NUTRICIA NA #7497350-19573	CS	103.79000	0.00	0.00
24		LIQUIDGEN MCT, NUTRICIA NA #7497350-19573	EA	34.60000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR NUTRITIONAL PRODUCTS ISSUED APRIL 16, 2012 AND VENDOR'S RESPONSE DATED APRIL 27, 2012.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 10, 2011 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE NUTRITIONAL PRODUCTS TO THE DEPARTMENT OF HEALTH AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT TERM: THIS CONTRACT IS A TWO YEAR CONTRACT WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

AVAILABILITY: DELIVERY OF ORDER WILL BE EXPECTED 7-14 DAYS FROM DATE OF ORDER.

PERFORMANCE MEASUREMENTS:

DELIVERIES ARE REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER OF AN ALTERNATE SCHEDULE. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%. THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACT PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER.

THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THE CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON

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RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

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CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

VENDOR CONTACT INFORMATION:
MICHELLE MURRAY, NATIONAL ACCOUNT MANAGER
TEL: 301-795-2280, FAX #301-795-2301
EMAIL: michelle.murray@nutricia.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT,
TELEPHONE 802-828-4635,
FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

CHANGE #1 - 08/22/2012 - THIS CHANGE ORDER IS TO CHANGE THE DESCRIPTION OF ITEM # 14 AND TO CHANGE THE PACK SIZE AND ADJUST THE PRICING TO SHOW PRICING FOR 4X400G VERSUS 3X400G CONTAINERS IN A CASE PER MICHELLE MURRAY ON 08/10/2012. THE CHANGE TO THIS PRODUCT WILL BE IN EFFECT IN SEPTEMBER.

TERMS AND CONDITIONS: ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 07/01/12 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SUPERSEDED ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 01/10/11 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 12/05/08.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE OF THIS CONTRACT AMENDMENT IS SIGNED CONTRACT IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #2 - 04/22/2014 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO MAY 1, 2015 WITH AN INCREASE IN PRICE OF 7 OUT OF 22 ITEMS. THIS CHANGE IS ALSO TO ADD ITEM #23 AND #24 TO THE EXISTING CONTRACT.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE OF THIS CONTRACT AMENDMENT IS SIGNED CONTRACT IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #3 - 04/30/2015 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO MAY 1, 2016 WITH AN INCREASE IN PRICE OF 18 OUT OF 24 ITEMS.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED MARCH 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE OF THIS CONTRACT AMENDMENT IS SIGNED CONTRACT IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____